IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1944.

No. 228

SUN LIFE ASSURANCE COMPANY OF CANADA,
Petitioner,

vs.

RUTH P. BULL,
Respondent.

PETITION FOR WRIT OF CERTIORARI, SUPPORTING BRIEF, AND APPENDIX.

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MAY IT PLEASE THE COURT:

Sun Life Assurance Company of Canada, a Canadian corporation, respectfully shows:

I.

Summary and Short Statement of the Matter Involved.

The Company issued, in the State of Florida, to a naval aviation cadet, a $10,000 policy of life insurance which excluded from the risk "death, as a result directly or indirectly, of service, travel, or flight in any species of aircraft" (Pltf. Ex. A and 1, R. 23, 131, 154).

On February 5, 1942, the insured was in command of a United States naval aircraft in the Pacific southwest which was intercepted by a Japanese war plane, badly damaged (R. 47, 53, 70) and forced to land on the water near the shore of Amboina Island, Dutch East Indies (R. 47, 53-4, 59). Some of the crew started toward shore from the aircraft in a rubber life raft (R. 60, 67). Insured, as commander, and three others remained on the aircraft, procuring code books and secret data, destroying material that might be of aid to the Japanese, and inflating a rubber boat, preparatory to leaving (R. 60, 61, 67). The plane was strafed by the enemy, an explosion occurred, and insured was never seen again (R. 48, 49, 60, 61).

The insured died a hero's death; a claim by his widow, regardless of policy provisions, evokes every human sympathy.

However distressing the circumstances, it stuns the intellect to say that a man whose plane was first shot out of the air and then exploded on the water, killing the man, did not come to his death directly or indirectly as a result of his air service, travel or flight. Yet a majority of the Seventh Circuit Court of Appeals, after ignoring every authority on the subject, has arrived at that result and affirmed (R. 183) a judgment of liability for the full amount of the policy entered by the District Court for the Southern District of Illinois, Northern Division.

Judge Major held to the contrary (R. 188), pointing out that "the importance of the court's action [was] such as to justify" the writing of a dissenting opinion because of the necessity of not allowing hard cases to make bad law that ultimately reacts to the disadvantage of insureds.

Many companies (see appendix) have long written policies supposedly excluding the extreme and unpredictable

hazards associated with air service or travel of any description be it private, military or commercial, but including, within the coverage, ordinary war risks not excluded by the aviation clause. Whether such insurance can longer safely be written (except at prohibitive rates), depends upon the outcome of this case.

II.

Questions Presented.

1. Did the Circuit Court of Appeals for the Seventh Circuit properly consider the law of the State of Florida and does its decision conform with that law?

2. On the undisputed facts did insured come to his death "as a result, directly or indirectly, of service, travel, or flight in any species of aircraft"?

III.

Reasons Relied on for Allowance of Writ.

1. The Circuit Court of Appeals for the Seventh Circuit has decided an important question of local (Florida) law without citing or distinguishing the local decisions and in a way probably in conflict with them.

2. The decision of the Circuit Court of Appeals for the Seventh Circuit is probably untenable and, therefore, probably in conflict with the Florida law, as yet unannounced by the highest court of that state.

The Florida Supreme Court has held that aviation exclusion clauses are to be observed and not whittled away. However, that court has not had occasion to pass upon facts analogous to those at bar. Other State Courts, and other Circuit Courts of Appeal, as shown by Judge Major's dissenting opinion (R. 188), have

decided such cases contrary to the majority opinion here. Presumably the Florida Supreme Court, if it had decided this case, would have followed its previous principles and the uniform authority throughout the country in analogous cases.

This decision will have a far more profound and widespread influence than a routine Florida local decision. For two reasons:

First, a high federal court has undertaken, for the Florida courts, to depart from the general principles enunciated by that state's Supreme Court, and from the specific holdings of federal and other state courts upon analogous facts. Because this departure was made by a high federal court rather than merely by another state tribunal it assumes added force.

Secondly, it is now public and common knowledge that thousands of aviation cadets in the early stages of war and immediately prior thereto were trained in Florida and obtained insurance while temporarily in that State. Supposedly, that insurance covered the risks to which all persons are subject, but excluded all risks directly or indirectly resulting from their extremely hazardous occupation. Cases involving their policies may and will, like this one, arise throughout the country. If the instant illogical decision is permitted to stand as the law of Florida, governing such policies it will have widespread effect. In the interest of sound public policy, this court should exercise its supervisory powers of review.

3. This court of necessity must grant certiorari in many cases concerning construction, enforcement and constitutionality of Congressional enactments. It also has the duty of superintending Federal courts in their disposition of common law cases. Those cases comprise a large volume and are of tremendous importance. Unless, in appropriate circumstances, certiorari is granted in them, the value of this court is appreciably lowered. The possibility of review by this court is a deterrent to error. However,

if in practice, granting of certiorari is restricted to so-called "public" cases, the deterrent vanishes in other types of cases.

Prayer.

WHEREFORE, petitioner respectfully prays that a writ of certiorari be issued by this Honorable Court directed to the Circuit Court of Appeals for the Seventh Circuit, commanding that court to certify to and send to this court, for its review and determination, upon a day certain to be therein named, a full and complete transcript of record of all proceedings in said Circuit Court of Appeals in the case numbered and entitled on its docket No. 8369, Ruth P. Bull *vs.* Sun Life Assurance Company of Canada, and that the judgment of said Circuit Court of Appeals for the Seventh Circuit, upon said review, may be reversed by this Honorable Court and petitioner have such other and further relief in the premises as is meet.

SUN LIFE ASSURANCE COMPANY OF CANADA,

Petitioner.

By SILAS H. STRAWN,
EUGENE R. JOHNSON,
GEORGE B. CHRISTENSEN,
GERARD E. GRASHORN,
Its Attorneys.

EDWARD J. WENDROW,
Of Counsel.

SUPPORTING BRIEF.

I.

Opinion of Court Below.

The opinion of the Circuit Court of Appeals for the Seventh Circuit is reported in 141 F. (2d) 456. It appears in this record at page 183. The dissenting opinion commences at page 188.

II.

Jurisdiction.

(1) Judicial Code, Sec. 240, as amended by the Act of February 13, 1925, 43 Stat. 938, Title 28 U. S. C. A. 347, (certiorari).

(2) Rule 38.

(3) Dates of the decisions to be reviewed: March 15, 1944, original decision; April 7, 1944, denial of petition for rehearing.

III.

Statement of the Case.

The case and its leading facts have been succinctly stated in the preceding petition. They are more fully developed in the opinions of the judges below (R. 183, *et seq.*).

The majority opinion states (R. 186) as a fact, that because insured was last seen inflating a rubber boat preparatory to leaving the plane, that [his] "service, travel and flight in that plane had come to an end." This is not a correct conclusion either legally or factually. Be-

cause he was on the plane he had been in the original encounter; because he had not completed all of the duties incident to his service he was still on the plane at the time of the explosion. Moreover, the majority's statement evades the real question which is not whether insured came to his death while in actual service, travel or flight, but is—did his death occur as a result, directly or indirectly, of such service, travel or flight.

IV.

Specification of Errors.

The Circuit Court of Appeals for the Seventh Circuit erred in affirming the judgment of the District Court and in failing to reverse that judgment.

The Circuit Court of Appeals erred in failing to apply the law of Florida and in failing to hold that the death of the insured was the result, directly or indirectly, of service, travel or flight in aircraft.

V.

AUTHORITIES AND ARGUMENT.

Authorities.

1. Under the law of Florida, aviation exclusion agreements in insurance policies are to be enforced according to the terms and not to be whittled away by fine spun refinements.

Travelers' Ins. Co. v. *Peake*, 82 Fla. 128, 89 So. 418.

2. Under the law of Florida, in the absence of ambiguity, insurance contracts are to be construed according to the sense and meaning of the terms which the parties have used, and if clear and not ambiguous, those terms are to be taken and understood in their plain and ordinary sense.

Goldsby v. *Gulf Life Ins. Co.*, 117 Fla. 889, 158 So. 502.

Aetna Casualty & Surety Co. v. *Cartmel*, 87 Fla. 495, 100 So. 802.

3. The decisions of courts of other jurisdictions construing aviation exclusion clauses even more favorable to the insured than in the present case, under comparable facts, have uniformly denied recovery, thus demonstrating that the decision of the Circuit Court of Appeals is probably in conflict with the law of Florida, as yet unannounced by its highest court.

Neel v. *Mutual Life Ins. Co.*, 131 F. (2d) 159 (C. C. A. 2).

Pittman v. *Lamar Life Ins. Co.*, 17 F. (2d) 370 (C. C. A. 5), Cert. denied, 274 U. S. 750.

Wendorff v. *Missouri State Life Ins. Co.*, 318 Mo. 363, 1 S. W. (2d) 99.

Blonski v. *Bankers' Life Co.*, 209 Wis. 5, 243 N. W. 410.

Richardson v. *Iowa State Traveling Men's Ass'n.*, 228 Ia. 319, 291 N. W. 408.

Murphy v. *Union Indemnity Co.*, 172 La. 383, 134 So. 256.

4. The uniform authority is that the word "indirectly" in an insurance policy includes a cause of death which is a remote or contributing cause. These cases likewise demonstrate that the decision of the Circuit Court of Appeals is probably in conflict with the law of Florida, as yet unannounced by its highest court.

Amicable Life Insurance Co. v. *O'Reilly*, (Ct. Civil App., Texas), 97 S. W. (2d) 246.

Runyon v. *Western & Southern Life Ins. Co.*, 48 Ohio App. 251, 192 N. E. 882.

Szymanska v. *Equitable Life Insurance Co.*, (Superior Ct. of Del., 1936), 183 Atl. 309.

Coxe v. *Employers Liability Assurance Corp.*, 2 King's Bench 629 [1916].

Bouchard v. *Prudential Ins. Co.*, 135 Me. 238, 194 Atl. 405, 407.

5. The Court had no authority to ignore plain policy provisions.

Bergholm v. *Peoria Life Ins. Co.*, 284 U. S. 489, 492.

Argument.

The aviation exclusion clause is in the broadest possible language—"death as a result, directly or indirectly, of flight in any species of aircraft, as a passenger or otherwise, is a risk not assumed" (Pltf.'s Exs. A and 1, R. 23, 131.)

More comprehensive language could not have been chosen. As plainly as could be done, the Company endeavored to avoid, and not be bound by, the theory of "Proximate Cause". The natural meaning of the language is to exclude from coverage a death which resulted *either proximately or remotely* from service, travel or flight in an aircraft. **We say that it is manifest that if the flight, travel or service contributed to the result of death that the company is not liable,** and that no amount of reasoning by hypothetical cases, such as was engaged in by the majority of the court, can properly change that plain situation.

The majority opinion below nullifies the words of the policy and virtually requires that the death result proximately from an airplane accident. Thereby it places upon the company a risk it never contracted to assume. The dissenting judge demonstrates (R. 188) that the majority opinion is indefensible both on the basis of authority and the plain language of the contract. As he aptly observed, disregard of clear provisions in the long run "will do more harm to those seeking insurance protection by making it more difficult to obtain." (R. 189.)

The majority opinion avoids the authorities, avoids the real question in the case, and purports to reason by analogy from hypothetical situations which are not analogous. The misconceptions which pervade it are clearly demonstrated by its toying with the word "result." The majority says:

> "When we consider results that produced death, as provided in the policy, and not contributory causes, which were not the limiting terms of the provision, it is clear that the contract does not support the contention of the defendant."

The foregoing is utter sophistry. *Results* do not *produce* anything but themselves are the *product* of *causes*.

When a contract excludes liability for "death as a result," it would hardly seem debatable that this means "death which is caused by."

We recognize that this Court does not grant certiorari to review every erroneous judgment of a Court of Appeals. However, it should be granted here because the Court utterly failed to give consideration to the law of Florida as required by *Erie R. R.* v. *Tompkins*, 304 U. S. 64. The result is not merely an erroneous decision, but one contrary to the principles laid down by the highest court of that state.

The policy was issued in Florida; suit was brought in the United States District Court for the Southern District of Illinois. The Court of Appeals in deciding what state law governed construction of the policy was required to follow the Illinois conflict of laws rule (*Klaxon Co.* v. *Stentor Co.*, 313 U. S. 487), that insurance policies are to be construed according to the laws of the state in which issued (*Moscov* v. *Mutual Life Ins. Co.*, 320 Ill. App. 281; *Rose* v. *Mutual Life Ins. Co.*, 144 Ill. App. 434, aff'd. 240 Ill. 45; *Jay-Bee Realty Corp.* v. *Agricultural Ins. Co.*, 320 Ill. App. 310). Consequently, in applying the doctrine of *Erie R. R.* v. *Tompkins*, the Court was required to apply the law of Florida.

The Supreme Court of Florida has held that aviation exclusion provisions are to be enforced according to their terms. In *Travelers Ins. Co.* v. *Peake*, 82 Fla. 128, 89 So. 418, the Court gave effect to a clause excluding from coverage death while the insured was participating in aeronautics. The court held that a passenger in a commercial plane was a "participant," and said:

> "* * * parties sui juris are bound by their valid contracts, and where a particular risk is expressly and clearly excepted from the risks assumed by the in-

surer, the courts have no power to enforce indemnity for losses or injuries resulting from such excepted risk, as expressed by the indemnity contract * * *."

The Florida Supreme Court also holds that the words of an insurance contract are to be construed in their plain and ordinary sense. In *Goldsby* v. *Gulf Life Ins. Co.*, 117 Fla. 889, 158 So. 502, it is said (p. 503):

> "Both litigants admit the rule that in case of ambiguity an insurance contract is to be construed against the insurer and in favor of the insured, but this rule does not apply when the language of the contract is clear and unambiguous. * * * When there is no room for doubt, insurance contracts, like other contracts, are to be construed according to the sense and meaning of the terms which the parties have used, and, if clear and unambiguous, these terms are to be taken and understood in their plain and ordinary sense."

Again in *Aetna Casualty & Surety Co.* v. *Cartmel*, 87 Fla. 495, 100 So. 802, the Court stated,

> "* * * language used in a policy of insurance is to be given its popular and usual significance, unless the context requires a different construction."

The majority opinion below, however, utterly ignores the "popular and usual significance," the "plain and ordinary" and broad meaning of "directly or indirectly." It is barren of Florida authority. The only cases which it cites are one decided by the Court of Appeals for the Ninth Circuit and one decided by the California Appellate Court.

It is patent, from the face of the opinion, that the majority reached its conclusion on the basis of its beliefs as to "general law." *Erie R. R.* v. *Tompkins* forbids this. Had the Court given proper effect to the *Peake* and other Florida cases on the construction of insurance policies, it would not have reached the erroneous conclusion that it did.

There is no Florida decision squarely in point on the facts, but the principles of the *Peake* case, the rules of construction announced by the Florida court and the holdings of all other courts in comparable factual situations, necessarily lead to the conclusion that the present decision is "probably untenable and therefore probably in conflict with the state law as yet unannounced by the highest court of the State" (*Cf. Ruhlin* v. *New York Life Ins. Co.*, 304 U. S. 202, 206). The courts of all other jurisdictions, as pointed out by the dissent, have denied recovery under comparable factual situations. In several of them the aviation exclusion clauses were more favorable to the insurerd than herein. They did not contain the broad phrase, "directly or indirectly," but were in the more debatable form—"as a result of participation in aeronautics." (*Neel* v. *Mutual Life Ins. Co.* (C. C. A. 2), 131 F. (2d) 159; *Pittman* v. *Lamar Life Ins. Co.* (C. C. A. 5), 17 F. (2d) 370, Cert. denied 274 U. S. 750; *Wendorff* v. *Missouri State Life Ins. Co.*, 318 Mo. 363, 1 S. W. (2d) 99; *Blonski* v. *Bankers' Life Co.*, 209 Wis. 5, 243 N. W. 410; *Richardson* v. *Iowa State Traveling Men's Ass'n.*, 228 Iowa 319, 291 N. W. 408; *Murphy* v. *Union Indemnity Co.*, 172 La. 383, 134 So. 256). The cases just cited are forcefully discussed in the dissenting opinion at bar to which reference is made (R. 188 *et seq.*).

The recent (1942) decision of the Circuit Court of Appeals for the Second Circuit in *Neel* v. *Mutual Life Ins. Co.*, 131 F. (2d) 159 is typical. The headnote of that case accurately states:

> "Death of aviator by drowning while attempting to swim ashore after aeroplane made forced landing at sea resulted from 'participation in aeronautics.'"

It is obvious that the decision at bar cannot be squared with the *Neel* case.

We further contend that the present decision is contrary

to Florida law because the courts in all other jurisdictions uniformly have given effect to the broad scope of the words "directly or indirectly" in insurance policies. **The cases uniformly deny recovery on policies excluding from coverage a death resulting "indirectly" from the type of hazard not covered by the policy. This is on the ground that the word "indirectly" is intended to include a cause of death which may be a so-called remote, or contributing cause. Unless "indirectly" is given such effect, it becomes merely a meaningless, and incorrect, synonym for "directly."** *Amicable Life Insurance Co.* v. *O'Reilly* (Ct. Civil App., Texas), 97 S. W. (2d) 246; *Runyon* v. *Western & Southern Life Ins. Co.*, 48 Ohio App. 251, 192 N. E. 882; *Szymanska* v. *Equitable Life Insurance Co.* (Superior Ct. of Del., 1936), 183 Atl. 309; *Coxe* v. *Employers Liability Assurance Corp.*, 2 King's Bench 629 [1916].

As said by the Supreme Judicial Court of Maine, in a case turning on the phrase "directly or indirectly" (*Bouchard* v. *Prudential Ins. Co.*, 135 Me. 238, 194 Atl. 405, 407):

> "• • • it is not a question what was the proximate cause of the deceased's death. • • • The blows might well be said to be the proximate cause; but, nevertheless, that does not permit recovery under the language of this policy, that cause, although proximate, being accompanied by another contributing cause, the diseased heart."

What the Court in effect did in this case was to obliterate the word "indirectly" from the policy. This it had no authority to do. (*Bergholm* v. *Peoria Life Ins. Co.*, 284 U. S. 489, 492.)

Conclusion.

If the decision below is permitted to stand as the law of Florida it will mean that the United States Courts have adopted for Florida a rule of law different from that of all other states that have ruled on the question, different

from previous Federal decisions and at variance with established Florida principles. And all this in a case which is but the forerunner of others which will be filed in various Federal and State courts throughout the country and which will turn on Florida law.

Attached is an appendix which demonstrates that aviation exclusion clauses similar to the one involved here have been used by a substantial majority of life insurance companies. It is apparent that the companies when including the aviation exclusion clause, without at the same time including a general war risk exclusion clause, intended to cover war risks, but did not intend to cover any risk (whether growing out of war or not) which resulted, directly or indirectly, from service, travel, or flight in an aircraft.

If the decision is permitted to stand there will be cast upon insurance companies heavy liabilities which they never intended to assume and for which they never collected premiums.

Because of the failure of the court below to apply Florida law, which resulted in its reaching an incorrect conclusion, and because of the importance of the question both in regard to the numerous policies now in existence and the terms on which the public can obtain insurance in the future we believe this Court should grant certiorari.

Respectfully submitted,

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July 1, 1944.

APPENDIX.

The following aviation exclusion clauses are those currently used by the insurance companies hereinafter listed in this Appendix:

(1) "Death as a result, directly or indirectly, of service, travel or flight, in any species of aircraft, except as a fare-paying passenger or on a licensed aircraft piloted by a licensed passenger pilot on a scheduled passenger air service regularly offered between specified airports, is a risk not assumed under this policy; but, if the insured shall die as a result, directly or indirectly, of such travel or flight, the company will pay to the beneficiary the reserve on this policy, less any indebtedness thereon."

(2) "Death as a result, directly or indirectly, of service, travel, or flight in or on any species of aircraft is a risk not assumed under this policy; but, if the insured shall die as a result, directly or indirectly of such service, travel or flight, the company will pay to the beneficiary the reserve on this policy."

Forty-nine insurance companies use exclusively Clause No. 1; thirty-two employ exclusively Clause No. 2; and thirty-six employ both of them in varying circumstances. It is to be observed that the words "death as a result directly or indirectly, of service, travel, or flight in any species of aircraft is a risk not assumed under this policy" are found in both of them.

Following the decision in *Metropolitan Life Insurance Company* v. *Conway*, 252 N. Y. 449, 169 N. E. 642 (1930), the American Life Convention submitted to the Insurance Commissioners of the 48 states and the District of Columbia an aviation exclusion clause similar to the one involved in this case. With the clause submitted to the Commis-

sioners there was also submitted the query as to whether or not such Commissioners would approve the clause if submitted to them for their official approval. In answering this inquiry, the Commissioners of 35 states replied expressing unqualified approval of the use of the clause. Eight Commissioners disapproved the clause, three of whom were later overruled by the courts of their respective states. Four Commissioners approved the clause with certain qualifications, one refused to comment and one refused to permit the clause as a rider to a policy, but approved it as a policy provision.

Acacia Mutual Life
Aetna Life
American Bankers Life
American Central Life
American Life & Accident (Ky.)
American Life (Ala.)
American National Life
American Reserve Life
American Savings Life (Ind.)
American Savings Life (Mo.)
American Union Life
Amicable Life
Atlantic Life
Atlas Life
Baltimore Life
Bankers Life Co.
Bankers National Life
Bankers Life of Neb.
Beneficial Life
Berkshire Life
Buffalo Mutual Life
Business Men's Assurance Co.
California-Western States Life
Canada Life Assurance
Capitol Life
Cedar Rapids Life
Central Life Assurance
Central Life of Ill.
Central Life (Kan.)
Central States Life
Church Life
Colorado Life
Columbian Mutual Life
Columbian National Life
Columbus Mutual Life
Commonwealth Life
Conferedation Life Assur.
Connecticut General Life
Connecticut Mutual Life
Conservative Life (Ind.)
Conservative Life (W. Va.)
Continental American Life
Continental Assurance
Country Life
Crown Life
Durham Life
Equitable Life (Ia.)
Equitable Life (D. C.)
Equitable Life Assurance (N. Y.)
Eureka-Maryland Assurance
Farmers and Bankers Life
Farmers and Traders Life
Federal Life
Fidelity Mutual Life
Fidelity Union Life
Franklin Life
General American Life
George Washington Life
Girard Life
Globe Life
Great American Life (Kan.)
Great American Life (Tex.)
Great National Life
Great Northern Life
Great Southern Life
Great Western Life
Great-West Life (Can.)
Guarantee Mutual Life
Guaranty Life
Guardian Life
Gulf Life (Fla.)
Gulf States Life
Hercules Life
Home Life—N. Y.
Home Life (Pa.)—
Home State Life
Imperial Life
Indianapolis Life
Interstate Life & Accident
Jefferson Standard Life
John Hancock Mutual Life
Kansas City Life
Lafayette Life
Lamar Life

Liberty Life (Kan.)
Liberty National Life
Life & Casualty
Life of Virginia
Maryland Life
Massachusetts Protective Life
Massachusetts Mutual Life
Metropolitan Life
Michigan Life
Mid-Continent Life
Midland Life
Midland Mutual Life
Midwest Life
Minnesota Mutual Life
Modern Life
Monarch Life
Montana Life
Monumental Life
Mutual Benefit Life
Mutual Life (Can.)
Mutual Life (N. Y.)
Mutual Trust Life
National Life & Accident
National Life Assur. of Canada
National Life (Ia.)
National Life (Vt.)
National Reserve Life
New England Mutual Life
New World Life
New York Life
North American Life (Ill.)
North American Reassurance
Northwestern National Life
Northwestern Mutual Life
Occidental Life (Cal.)
Occidental Life (N. C.)
Ohio National Life
Ohio State Life
Old Line Life
Old Republic Credit Life
Oregon Mutual Life
Pacific Mutual Life
Pan-American Life
Penn Mutual Life
Philadelphia Life
Phoenix Mutual Life
Pilot Life
Postal Life
Protective Life
Provident Mutual
Provident Life & Accident
Prudential Insurance
Puritan Life
Pyramid Life (Ark.)
Pyramid Life (N. C.)
Reliance Life
Republic Life (Tex.)
Reserve Loan Life
Rockford Life
St. Louis Mutual Life
Scranton Life
Seaboard Life
Security Life & Trust
Security Mutual (Neb.)
Security Mutual (N. Y.)
Service Life
Shenandoah Life
Southland Life
Southwestern Life
State Farm Life
State Mutual Life
State Reserve Life
Sun Life (Can.)
Travelers Ins. Co.
Union Central Life
Union Cooperative
Union Labor Life
United Benefit Life
United Fidelity Life
United Mutual Life
United States Life
Volunteer Life
Washington National Life
West Coast Life
Western & Southern Life
Western Reserve Life (Tex.)
Wisconsin Life
Wisconsin National Life

NOTE: Source of information—"Aeronautics Risk Exclusion in Life Insurance Contracts," Journal of Air Law, July-October, 1936.